

County of Los Angeles
DEPARTMENT OF PUBLIC SOCIAL SERVICES

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Fifth District

April 4, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**RECOMMENDATION TO AWARD A CONTRACT TO
EMPIRE TRANSPORTATION, INC.,
FOR SHUTTLE BUS SERVICES
(DISTRICT 1 - 3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that shuttle bus services can be provided more economically by Contractor than by County employees.
2. Approve and instruct the Mayor to sign the enclosed Prop A contract with Empire Transportation, Inc., effective the day after Board approval or May 1, 2006, whichever is later, through April 30, 2009, to provide shuttle bus services at a maximum contract amount of \$348,516 for the three-year term of the contract. The maximum annual cost is \$116,172. Since there is a CalWORKs and a Food Stamp Maintenance of Effort requirement, which will be met by the County there is no additional net County cost (NCC) for these programs. The share of cost associated with programs, such as General Relief, results in an estimated NCC of \$9,900 annually. Funding for this contract is included in the FY 2005-06 Adopted Budget and FY 2006-07 Initial Budget Request. Funding for future years will be included in the Department's annual budget requests.
3. Delegate authority to the Director of the Department of Public Social Services to prepare and sign amendments to the contract for any decrease or increase of no more than ten percent of the total contract amount, when the change is necessitated by additional and necessary services that are required in order for the contractor to comply with changes in federal, State, or County requirements.

The approval of County Counsel and the Chief Administrative Office (CAO) will be obtained prior to executing such amendments, and the Director will notify the CAO in writing within ten business days after execution.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Shuttle bus services are required for the County GAIN Region VI office, located at 5460 Bandini Blvd., Bell, California, due to limited on-site parking. There are 116 employees at the GAIN office with 123 on-site parking spaces available, with no spaces reserved for visitors. Currently, visitors to the GAIN office park at a leased parking lot located at 4900 South Eastern Avenue, Commerce, and are transported to the GAIN office. This lot is approximately one mile from the GAIN regional office.

The Department's current contract with Empire Enterprises, Inc., for shuttle bus services for GAIN Region VI offices expires April 30, 2006.

Approval of this contract will ensure the continuation of essential shuttle bus services for visitors to the GAIN regional office.

Implementation of Strategic Plan Goals

These recommendations are consistent with the principles of the Countywide Strategic Plan Goal #1 Service Excellence, to provide the public with easy access to quality information and services that are both beneficial and responsive; Goal #2 Workforce Excellence, by enhancing the quality and productivity of the County workforce.

FISCAL IMPACT/FINANCING

The maximum amount of this contract for the three-year period is \$348,516. The maximum annual cost of the contract is \$116,172. Since there is a CalWORKs and a Food Stamp Maintenance of Effort (MOE) requirement, which will be met by the County, there is no additional net County cost (NCC) for these programs. The share of costs associated with programs, such as General Relief, results in an estimated NCC of \$9,900 annually. Funding for this contract is included in the FY 2005-06 Adopted Budget and FY 2006-07 Initial Budget Request. Funding for future years will be included in the Department's annual budget request.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The County's Prop A and Living Wage Ordinance provisions apply to this proposed contract as County employees can perform these contracted services.

The contract is cost effective, a requirement of Prop A contracts.

The contract is for a term of three years commencing May 1, 2006, or one day after Board approval, whichever is later, through April 30, 2009, with no options for extension.

The award of this contract will not result in unauthorized disclosure of confidential information and will be in full compliance with federal, State, and County regulations.

The contract complies with all of the requirements of Los Angeles County Code Section 2.121.380, which is a mandatory prerequisite for the award of this contract.

The contract includes Federal Debarment language.

The contract includes Contractor Responsibility and Debarment language.

Provisions for the County's Jury Service Program have been included in the contract. The contractor is in compliance with the Jury Service Program.

The Safely Surrendered Baby Law provision is included in the contract, which requires the contractor to notify and provide a fact sheet to their employees regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County and where to safely surrender a baby.

The contract includes the provision for the Contractor to first consider hiring County employees targeted for layoff or re-employment.

The contract requires the Contractor to consider hiring participants of the Greater Avenues for Independence (GAIN) program and General Relief Opportunities for Work (GROW) program.

The contract includes the provision that requires the Contractor to comply with the Los Angeles County's Child Support Enforcement requirements.

The contract may be terminated for: 1) Breach of warranty to maintain compliance with County's Child Support Compliance Program; 2) convenience; 3) default; 4) improper consideration; 5) insolvency; 6) non-adherence of County lobbyist ordinance; and 7) non-appropriation of funds.

The contract includes provisions for performance standards/outcome measures.

The contract has been approved as to form by County Counsel.

CONTRACTING PROCESS

Shuttle bus services were solicited through a competitive process under the Los Angeles County Prop A ordinance. The Request for Proposals (RFP) was released the week of November 21, 2005. Two proposals were submitted in response to the RFP. Empire Transportation, Inc., was selected as the highest rated proposer.

The RFP was advertised in the following publications: Los Angeles Times, Orange County Register, Small Business Exchange, Los Angeles Sentinel, La Opinión, Acton/Agua Dulce News, The Daily News, Copley Newspapers, Eastern Group Publications, L.A. Watts Times, Chinese Daily News, and The Korea Times. Also, the solicitation was posted on the L.A. County and DPSS websites. Interest letters were mailed to 25 organizations listed on the Department's bidders list as well as other interested vendors. The RFP was mailed to 9 interested vendors.

During the review process, it was noted that the incumbent contractor Empire Enterprises, Inc., submitted its proposal under a newly organized agency (Empire Transportation, Inc.). The new agency was incorporated in April 2005 and became operational in December 2005. County Counsel and Auditor-Controller staff did not provide any objections to the new agency. Since there is no legal basis to reject the proposal, the Department proceeded with the evaluation process.

The proposals were evaluated in accordance with the evaluation criteria in the RFP. The financial statements for both proposers were reviewed and rated by Auditor-Controller staff. In addition, both of the proposers reported labor law violations, which were referred to the Division of Labor Standards Enforcement. An evaluation of the labor violations disclosed by Modern Parking, Inc., resulted in a two percent deduction in their overall score. Empire Transportation, Inc., received no deductions. The Labor Law Assessment Team determined that the number of reported labor law violations and the claims for alleged violations for each contractor do not appear to show a pattern of intentionally violating State labor laws. This process is required on all Prop A solicitations prior to completing the evaluation process.

The Local Small Business Enterprise (SBE) program's provisions were included in the RFP. No proposer claimed to be certified as a Local SBE vendor and no Local SBE credit was applied in the RFP evaluation.

The contract does not include a Cost of Living Adjustment.

IMPACT ON CURRENT SERVICES

The award of this contract will not infringe on the role of the County in relationship to its residents, and the County's ability to respond to emergencies will not be impaired. There is no change in risk exposure to the County.

CONCLUSION

Upon approval and execution of the contract, the Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board Letter and three (3) original signed copies of the contract to the Department of Public Social Services.

Respectfully submitted,



Bryce Yokomizo
Director

BY:sls

Enclosure

c: Chief Administrative Officer
County Counsel
Auditor-Controller
Executive Officer, Board of Supervisors

**DEPARTMENT OF
PUBLIC SOCIAL SERVICES**



**CONTRACT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
EMPIRE TRANSPORTATION, INC.
FOR
SHUTTLE BUS SERVICES**

**Prepared By
Department of Public Social Services
Contract Management Division
12900 Crossroads Parkway South
City of Industry, CA 91746-3411**

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**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
EMPIRE TRANSPORTATION, INC.
FOR
SHUTTLE BUS SERVICES**

This Contract and Exhibits made and entered into this ____ day of _____, 2006 by and between the County of Los Angeles, hereinafter referred to as "County" and Empire Transportation, Inc., hereinafter referred to as "Contractor." Empire Transportation, Inc., located at 606 Centinela Avenue, Inglewood, CA 90302.

RECITALS

WHEREAS, the County may contract with private businesses for shuttle bus services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing shuttle bus services; and

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract shuttle bus services; and

WHEREAS, this contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

WHEREAS, services can be provided by Contractor more economically than by County employees; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K, and M are attached to and form a part of this contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base contract and the exhibits, or between exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the contract and then to the exhibits according to the following priority:

- ATTACHMENT A Statement of Work
- ATTACHMENT B Pricing Schedule
- ATTACHMENT C Contractor's EEO Certification
- ATTACHMENT D Contractor Employee Acknowledgement and,
Confidentiality Agreement
- ATTACHMENT E Certificate of Independent Pricing
- ATTACHMENT F Familiarity of the County Lobbyist Ordinance Certification
- ATTACHMENT G Bidder's/Offer's Nondiscrimination in Service Certification
- ATTACHMENT H Civil Rights Resolution Agreement Requirements for
Contractors/Vendors
- ATTACHMENT I Jury Service Ordinance
- ATTACHMENT J Charitable Contributions Certification
- ATTACHMENT K Living Wage Ordinance
- ATTACHMENT L Monthly Certification for Applicable Health Benefit Payments
- ATTACHMENT M Payroll Statement of Compliance

This contract and the exhibits hereto constitute the complete and exclusive statement of understanding between the parties and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this contract. No change to this contract shall be valid unless prepared pursuant to Sub-paragraph 8.5 - Change Notices and Amendments, and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 Budget:** The document that details the Contractor's costs for providing services and is included in the Contract. Included in the Budget are the following:
- **Direct Costs** - Payroll, Employee Benefits (Medical, Dental, Life Insurance), Payroll Taxes, Insurance (Real, Personal, etc., as required by the Contract), Supplies, Applicable Taxes, and other (specified).
 - **Indirect Costs** - General Accounting/Bookkeeping, Management Overhead and other (specified).
 - **Total Cost to Contract Services** - The total cost to Direct and Indirect Costs
- 2.2 Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Attachment A.
- 2.3 Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.
- 2.4 Contractor Project Manager:** The individual designated by the contractor to administer the contract operations after the contract award.
- 2.5 County Contract Administrator:** Person with responsibility to oversee the day-to-day activities of this contract. Responsibility for inspections of any and, all tasks, deliverables, goods, services, and other work provided by contractor.
- 2.6 County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this contract that cannot be resolved by the County's Project Manager.
- 2.7 County Project Manager:** Person designated by County's Project Director to manage the operations under this contract.
- 2.8 Day(s):** Calendar day(s) unless otherwise specified.
- 2.9 Fiscal-Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 WORK

- 3.1 Pursuant to the provisions of this contract, the contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the *Statement of Work, Attachment A*.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1 The term of this contract shall be three (3) years commencing May 1, 2006 or one day after execution by County's Board of Supervisors, whichever is later, unless sooner terminated or extended, in whole or in part, as provided in this contract.
- 4.2 Contractor shall notify DPSS when this contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, contractor shall send written notification to DPSS at the address herein provided in Sub-paragraph 5.5.5.

5.0 CONTRACT SUM

- 5.1 The maximum contract payment for the three-year term will be \$348,516 Contractor will be paid at the firm-fixed monthly rate of \$9,681 (1/36 of the maximum contract amount).
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.
- 5.3 Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this contract. Upon occurrence of this event, Contractor shall send written notification to DPSS at the address herein provided in Paragraph 5.5.5.
- 5.4 **No Payment for Services Provided Following Expiration/ Termination of Contract**

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided

by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in *Attachment A - Statement of Work*, and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this contract. The Contractor's payments shall be as provided in *Attachment B - Pricing Schedule*, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing, no payment shall be due to the Contractor for that work.

5.5.2 The Contractor's invoices shall be priced in accordance with *Attachment B - Pricing Schedule*.

5.5.3 The Contractor's invoices shall contain the information set forth in *Attachment A - Statement of Work*, describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

Prop A - Living Wage Program:

No invoice will be approved for payment unless the following is included:

- *Attachment L - Monthly Certification for Applicable Health Benefit Payments*
- *Attachment M - Payroll Statement of Compliance*

5.5.5 All invoices under this contract shall be submitted in two (2) copies to the following address:

12900 Crossroads Parkway South
East Annex, 2nd Floor
City of Industry, CA 91746-3411
Attn: Sandra Smalls, County Contract Administrator

5.5.6 County Approval of Invoices: All invoices submitted by the Contractor for payment must have the written approval of the County's Contract Administrator prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior

to such written approval. Approval for payment will not be unreasonably withheld.

5.5.7 Withholding of Payment: If Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

The name of the County Contract Administrator referenced in following Sub-paragraphs are designated in Sup-paragraph 5.5.5. The County shall notify the Contractor in writing of any changes in the names or addresses shown.

6.1 County's Contract Administrator (CCA)

The responsibilities of the County's Contract Administrator include:

- ensuring that the objectives of this contract are met;
- making changes in the terms and conditions of this contract in accordance with Sub-paragraph 8.5, Change Notices and Amendments;
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements;
- meeting with Contractor's Project Manager on an as needed basis; and
- monitoring any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.

The County's Contract Administrator is not authorized to make any changes in any of the terms and conditions of this contract and is not authorized to further obligate County in any respect whatsoever. The County's Contract Administrator is responsible for overseeing the day-to-day administration of this contract.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 Contractor's Project Manager must have two (2) years of experience supervising shuttle bus operations. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this contract and shall coordinate with County's Contract Administrator on a regular basis.

7.2 Contractor's Staff Identification

7.2.1 Contractor shall furnish and require every on-duty employee to wear a visible photo identification badge, identifying employee by name, physical description, and company. Such badge shall be displayed on employee's person at all times he/she is on County designated property.

7.2.2 Contractor shall notify the County within one business day when staff is terminated from working on this contract. Contractor is responsible to retrieve and immediately destroy the staff's County specified photo identification badge at the time of removal from the County contract.

7.2.3 If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately destroy the contractor's staff's County photo identification badge at the time of removal from working on the contract.

7.3 Background and Security Investigations

7.3.1 All Contractor staff performing work under this contract shall undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing to work under this contract. County shall use its discretion in determining the method of background clearance to be used, which may include, but not be limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

7.3.2 County may request that Contractor's staff be immediately removed from working on the County contract at any time during the term of the contract. County is not obligated to provide the Contractor or to Contractor's staff any information obtained through the County conducted background clearance.

7.3.3 County may immediately deny or terminate facility access to Contractor's staff who do not pass such investigation(s) to the satisfaction of the County, whose background or conduct is incompatible with County facility access, at the sole discretion of the County.

7.3.4 Disqualification, if any, of Contractor staff, pursuant to this sub-paragraph 7.3, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.4 Confidentiality

The Contractor shall maintain the confidentiality of all records obtained from the County under the contract in accordance with all applicable Federal, State or local laws, ordinances, regulations, and directives relating to confidentiality. The Contractor shall inform all of its officers, employees, agents, and subcontractors providing services hereunder of the confidentiality provisions of the contract. The Contractor shall cause each employee performing services covered by the Agreement to sign and adhere to the "Contractor Employee Acknowledgment and Confidentiality Agreement", *Attachment D* hereunder.

By State law, including without limitation (W & I Code, Section 10850 et seq. and 17006), all of the case records and information pertaining to individuals receiving aid are confidential and no information related to any individual case or cases is to be in any way relayed to anyone except those employees of the Los Angeles County Department of Public Social Services so designated without written authorization from DPSS.

8.0 TERMS AND CONDITIONS

8.1 ASSIGNMENT BY CONTRACTOR

- 8.1.1** Contractor shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.
- 8.1.2** Shareholders, partners, members, or other equity holders of Contractors may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.
- 8.1.3** Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in

the event of default by Contractor.

8.2 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.3 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Contractor under the contract. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. The Contractor shall continue to provide all of the services set forth in the contract.

8.4 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76)

Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors or other principals is currently suspended, debarred, ineligible, or any excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge none of its subcontractors, at any tier, or any owner, officer, partner, director or other principal of any subcontractors is currently suspended, debarred, ineligible, excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

8.5 CHANGE NOTICES AND AMENDMENTS

8.5.1 The County reserves the right to initiate Change Notices that **do not affect** the scope, term, contract sum, or payments. All such changes shall be accomplished with an executed Change Notice signed by the Contractor and by County Contract Administrator.

- 8.5.2** For any change, which affects the scope of work, term, contract sum, payments, or any term or condition included under this contract, an Amendment shall be prepared and executed by the County Board of Supervisors and the Contractor.
- 8.5.3** The DPSS Director may prepare and sign amendments to the contract without further action by the County Board of Supervisors under the following conditions:
- 8.5.3.1** Amendments shall be in compliance with applicable County, State, and federal regulations.
 - 8.5.3.2** The amendment is for a decrease or increase of no more than ten percent of the total contract amount.
 - 8.5.3.3** The County Board of Supervisors has appropriated sufficient funds in the Department of Public Social Services Budget.
 - 8.5.3.4** The Department of Public Social Services shall obtain the approval of County Counsel or designee for an amendment to this Contract.

8.6 CHILD/ELDER/ FRAUD REPORTING

The Contractor staff working on this Contract shall comply with California Penal Code (hereinafter "*PC*") *Section 11164 et seq.* and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. The Contractor staff working on this Contract shall make the report on such abuse, and should submit all required information, in accordance with the PC Code Sections 11166 and 11167.

The Contractor staff working on this Contract shall comply with California Welfare and Institutions Code (*WIC*), *Section 15600 et seq.* and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The Contractor staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.

The Contractor staff working on this Contract shall also immediately report all suspected or actual welfare fraud situations to the County.

8.7 COLLECTIVE BARGAINING

To comply with California Department of Social Services Regulations, Section 23-610 (d) (22), the Contractor agrees to provide to the County, upon request, a copy of any collective bargaining Contract covering employees providing services under the Contract.

8.8 COMPLAINTS

The Contractor shall develop, maintain, and operate procedures for receiving, investigating and responding to complaints.

Within five (5) business days after contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

8.8.1 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.8.2 If the County request changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days.

8.8.3 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

8.8.4 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

8.8.5 When complaints can not be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.8.6 Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

8.9 COMPLIANCE WITH APPLICABLE LAW

8.9.1 The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.9.2 The Contractor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

8.10 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor shall abide by the provisions of Title VI and Title VII of the Federal Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Food Stamp Act of 1977, the Americans with Disabilities Act of 1990, WIC Section 10000, California Department of Social Services Manual of Policies and Procedures, Division 21, and other applicable Federal and State laws to

ensure that employment practices and the delivery of social service programs are nondiscriminatory. Under this requirement the Contractor shall not discriminate on the basis of race, color, national origin, ancestry, political affiliation, religion, marital status, sex, age, gender or disability. The Contractor shall sign and adhere to the "Bidder's/Offeror's Nondiscrimination in Services Certification," *Attachment G*, hereunder.

In addition, a Resolution Agreement between the Department of Public Social Services (DPSS) and the Federal Office for Civil Rights, Department of Health and Human Services, that was signed on October 23, 2003, requires additional Civil Rights actions by DPSS in providing services to the public through contracts for all CalWORKs/TANF funded contracts and MOUs.

Contractor shall comply with the terms of the Resolution Agreement as set forth in *Attachment H*, (hereunder) and as directed by DPSS, which includes, but is not limited to the following:

- Ensuring that public contact staff attend the mandatory DPSS-provided Civil Rights Training;
- Ensuring that notices sent to participants are in their primary language; and
- Providing interpreters so that DPSS can ensure meaningful access to services for all participants; and
- Maintaining records and record retention of all Civil Rights related correspondence to participants, including the Civil Right Complaint Log; and
- Collecting data necessary to monitor compliance with Civil Right requirements.

8.11 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.11.1 Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

8.11.2 Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County Contractor and have received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.12 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM

8.12.1 Living Wage Program

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, *Attachment K*, and incorporated by reference into and made a part of this Contract.

8.12.2 Payment of Living Wage Rates

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County under the Contract:
 - a. Not less than \$9.46 per hour if, in addition to the per-hour wage, the Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
 - b. Not less than \$8.32 per hour if, in addition to the per-hour wage, the Contractor contributes at least \$1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. The Contractor will be deemed to have contributed \$1.14 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Contract, the Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits, the Contractor shall be required to pay its Employees the higher hourly living wage rate.
2. For purposes of this Sub-paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract Contract and a copy of the Living Wage Program shall be attached to the Contract. "Employee" means any individual who is an employee of the Contractor under the laws of California, and who is providing full-time services to the Contractor, some or all of which are provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.
3. If the Contractor is required to pay a living wage when the Contract commences, the Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.
4. If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing

obligation to review the applicability of its “exemption status” from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program’s definition of “Employer” or if the Contractor no longer qualifies for an exception to the Living Wage Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County’s satisfaction that the Contractor either continues to remain outside of the Living Wage Program’s definition of “Employer” and/or that the Contractor continues to qualify for an exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the timeframe permitted by the County, the Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

8.12.3 Contractor’s Submittal of Certified Monitoring Reports

The Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor’s employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the Contractor for health benefits, if any, for each of its employees. The certified monitoring reports shall also state the name and identification number of the Contractor’s current health care benefits plan, and the Contractor’s portion of the premiums paid as well as the portion paid by each employee. All certified monitoring reports shall be submitted on forms provided by the County (*Attachment L and Attachment M*), or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

8.12.4 Contractor’s Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of the Contract, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding (“claim”) concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation

is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

8.12.5 For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time.

8.12.6 County Auditing of Contractor Records

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

8.12.7 Notifications to Employees

The Contractor shall place County-provided living wage posters at each of the Contractor's places of business and locations where Contractor's employees are working. The Contractor shall also distribute County-provided notices to each of its employees at least once per year. The Contractor shall translate into Spanish and any other language spoken by a significant number of employees the posters and handouts.

8.12.8 Enforcement and Remedies

If the Contractor fails to comply with the requirements of this Sub-paragraph, the County shall have the rights and remedies described in this Sub-paragraph in addition to any rights and remedies provided by law or equity.

1. Remedies For Submission of Late or Incomplete Certified Monitoring Reports. If the Contractor submits a certified

monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

- a. Withholding of Payment. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
 - c. Termination. The Contractor's continued failure to submit accurate, complete, timely, and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.
2. Remedies for Payment of Less Than the Required Living Wage. If the Contractor fails to pay any employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
- a. Withholding Payment. If the Contractor fails to pay one or more of its employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference

between the living wage amounts the Contractor was required to pay its employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

- b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of \$50 per employee per day for each and every instance of an underpayment to an employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
 - c. Termination. The Contractor's continued failure to pay any of its employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.
3. Debarment. In the event the Contractor breaches a requirement of this Sub-paragraph, the County may, in its sole discretion, bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, not to exceed three years.

8.12.9 Use of Full-Time Employees

The Contractor shall assign and use full-time employees of the Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time employees based on staffing efficiency or County requirements for the work to be performed under the Contract. It is understood and agreed that the Contractor shall not, under any circumstance, use non-full-time employees for services provided under the Contract unless and until the County has provided written authorization for the use of same. The Contractor submitted with its proposal a full-time employee-staffing plan. If the Contractor changes its full-time employee-staffing plan, the Contractor shall immediately provide a copy of the new staffing plan to the County.

8.12.10 Contractor Retaliation Prohibited

The Contractor and/or its employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any employee, person or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this Sub-paragraph may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

8.12.11 Contractor Standards

During the term of the Contract, the Contractor shall maintain business stability, integrity in employee relations, and the financial ability to pay a living wage to its employees. If requested to do so by the County, the Contractor shall demonstrate to the satisfaction of the County that the Contractor is complying with this requirement.

8.12.12 Neutrality in Labor Relations

The Contractor shall not use any consideration received under the Contract to hinder, or to further, organization of collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

8.13 CONFLICT OF INTEREST

8.13.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.13.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to,

identification of all persons implicated and a complete description of all relevant circumstances.

8.14 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give **first consideration** for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.15 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates.

The County will refer GAIN/GROW participants by job category to the Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring County employees shall be given first priority.

8.16 CONTRACTOR'S RESPONSIBILITY AND DEBARMENT

8.16.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Contractors.

8.16.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other Contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally not exceed five years (5) years, or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

8.16.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a Contract with the County or a nonprofit corporation created by the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a Contract with the County or any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.16.4 Contractor Hearing Board

If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence that is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.16.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.17 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. Department of Public Social Services will supply the Contractor with the poster to be used.

8.18 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.18.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.18.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall, during the term of this Contract, maintain compliance with

employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or CSSD Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.19 CONTRACTOR'S CHARITABLE ACTIVITY COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractor to complete the Charitable Contribution Certification form. County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

8.20 COUNTY LOBBYIST

The Contractor and each County Lobbyist or the County Lobbying form as defined Los Angeles County Code Section 2.160.010, retained by the Contractor, shall fully comply with County Lobbyist Ordinance, Chapter 2.160 of the Los Angeles County Code. Failure on the part of the Contractor or any County Lobbyist or the County lobbying firm retained by the Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Contract upon which the County may immediately terminate or suspend this Contract.

8.21 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.22 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS

8.22.1 Contractor shall repair, or cause to be repaired, at its own cost, any, and all damage to County facilities, buildings, or grounds caused by contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such

damage, but in no event later than thirty (30) days after the occurrence.

8.22.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs, shall be repaid by Contractor, by cash payment upon demand.

8.23 CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

The Contractor shall maintain the confidentiality of all records obtained from the County under the Contract in accordance with all applicable Federal, State or local laws, ordinances, regulations, and directives relating to confidentiality. The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of the Contract. The Contractor shall cause each employee performing services covered by the Agreement to sign and adhere to the "Contractor Employee Acknowledgment and Confidentiality Agreement," Attachment D, hereunder.

By State law, including without limitation (W & I Code, Section 10850 et seq. and 17006), all of the case records and information pertaining to individuals receiving aid or confidential and no information related to any individual case or cases is to be in any way relayed to anyone except those employees of the Los Angeles County Department of Public Social Services so designated without written authorization from DPSS.

8.24 EMPLOYMENT ELIGIBILITY VERIFICATION

The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others, and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law. The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.25 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability,

including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.26 GOVERNING LAW, JURISDICTION, AND VENUE

8.26.1 This Contract shall be governed by and construed in accordance with and governed by the laws of the State of California.

8.26.2 Any reference to a specific statute, regulation, or other law is deemed to include a reference to any amendment thereto as of the effective date of such amendment, further, this Contract shall be interpreted, and the parties' duties and obligations under this Contract shall be consistent with, any amendment to any applicable statute, regulation, or any other law which occurs after the effective date of this Contract.

8.26.3 Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California, Central Civil Division.

8.27 INDEPENDENT CONTRACTOR STATUS

8.27.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.27.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.27.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.28 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

8.29 GENERAL INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the Contractor's own expense.

8.29.1

Evidence of Insurance

Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

Department of Public Social Services
Contract Management Division
12900 Crossroads Parkway South, 2nd Floor
City of Industry, CA 91746
Attn: Sandra Smalls

prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverage required in this Contract;
- Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Contract; and
- Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.29.2 Insurer Financial Ratings

Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII, unless otherwise approved by the County.

8.29.3 Failure to Maintain Coverage

Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

8.29.4 Notification of Incidents, Claims, or Suits Contractor shall report to the County

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.
- Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County Non-employee Injury Report to the County Contract Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to the Contractor under the terms of this Contract.

8.29.5 Compensation for County Costs

In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

8.29.6 Insurance Coverage Requirements for Subcontractors

The Contractor shall ensure any and, all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- The Contractor providing evidence of insurance covering the activities of subcontractors, or
- The Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

8.30 INSURANCE COVERAGE REQUIREMENTS

8.30.1 General Liability

Insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.30.2 Automobile Liability

Written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$5 million for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

8.30.3 Workers' Compensation and Employers' Liability

Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

8.31 LIQUIDATED DAMAGES

- 8.31.1** If, in the judgment of the County, the Contractor breaches the Contract requirements as specified in the Performance Requirements Summary (PRS) Chart, as defined in Attachment A,

Technical Exhibit 1, hereunder, the County will have a claim for the sum specified in the PRS, to be paid by the Contractor in accordance with the Contract as liquidated damages. The Director, or his/her designee shall notify Contractor in writing of the specific instances and areas of noncompliance and/or nonperformance and the corresponding unsatisfactory performance deductions.

8.31.2 This paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract other than those breaches of this Contract specified in the PRS, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.32 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining, or attempting to obtain certification as a Local Small Business Enterprise. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;
2. In addition to the amount described in paragraph 1 above, be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply if Contractor is no longer eligible for certification as a result in a change of their status and Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

8.33 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar

quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.34 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 8.34.1** The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.34.2** The Contractor shall certify to, and comply with, the provisions of *Attachment C - Contractor's EEO Certification*.
- 8.34.3** The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.34.4** The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
- 8.34.5** The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.34.6** The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.34 when so requested by the County.
- 8.34.7** If the County finds that any provisions of this Sub-paragraph 8.34 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract

have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.34.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671, as liquidated damages in lieu of terminating or suspending this Contract.

8.35 NON-EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Agreement shall not restrict DPSS from acquiring similar, equal or like goods and/or services from other entities or sources.

8.36 NOTICE OF DELAYS

Except as otherwise provided under this contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.37 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County Contract Administrator and/or County Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this contract. If the County Contract Administrator or County Project Director is not able to resolve the dispute, the Department Head, or designee shall resolve it.

8.38 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.39 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Sub-paragraph 5.5.5. Addresses may be

changed by either party giving ten (10) days' prior written notice thereof to the other party. The Department Head shall have the authority to issue all notices or demands required or permitted by the County under this contract.

8.40 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.41 PROPRIETARY RIGHTS

All materials, data and other information of any kind obtained from the County and all materials, data reports and other information of any kind developed by the Contractor under this Contract are confidential to and are solely the property of the County.

The Contractor shall take all necessary measures to protect the security and confidentiality of all such materials, data, reports, and information. The provisions of this paragraph shall survive the expiration or other termination of this Contract.

8.41.1 Recognizing that the County has no way to safeguard trade secrets or proprietary information, the Contractor shall, and does, hereby keep and hold the County harmless from all damages, costs, and expenses by reason of any disclosure by the County of trade secrets and proprietary information.

The County shall not require the Contractor to provide any technical information that is proprietary to it, except, as is requested by the County to successfully complete the services under this Contract.

8.41.2 The County shall not require the Contractor to provide any information that is proprietary to it, provided, however, that if the County requests the Contractor proprietary information in order to successfully complete the services under this Contract, the Contractor shall mark such information "PROPRIETARY" and the County shall limit reproduction and distribution to the minimum extent consistent with the County's need for such information, and, when the County no longer needs such information, but in no event later than expiration or other termination of this Contract, the County shall either (1) cause all copies of such information to be returned to the Contractor, or (2) certify to the Contractor that all copies of such information have been destroyed.

8.42 PUBLIC RECORDS ACT

- 8.42.1** Any documents submitted by Contractor, all information obtained in connection with the County's right to audit and inspect Contractor's documents, books and accounting records pursuant to Sub-paragraph 8.44 - Record Retention and Inspection/Audit Settlement of this Contract, as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.
- 8.42.2** In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid marked "trade secret," "confidential," or "proprietary," the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.43 PUBLICITY

- 8.43.1** The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:
- The Contractor shall develop all publicity material in a professional manner; or
 - During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not, unreasonably, withhold written consent.
- 8.43.2** The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that, the requirements of this Sub-paragraph 8.44 shall apply.

8.44 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.44.1** In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.44.2** Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 8.44 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.44.3** If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.45 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.46 REMOVAL OF UNSATISFACTORY PERSONNEL

The County shall have the right, at its sole discretion, to require the Contractor to remove any employee from the performance of services under this Agreement. At the request of the County, the Contractor shall immediately replace said personnel.

8.47 RULES AND REGULATIONS

During the time that Contractor's employees or agents are at County facilities, such persons shall be subject to the rules and regulations of County facilities. It is the responsibility of Contractor to acquaint such persons, who are to provide services, with such rules and regulations. In the event that the County determines that a employee of Contractor has violated any applicable rule or regulation, the Director or designee shall notify Contractor and Contractor shall undertake such remedial or disciplinary measures as Contractor determines appropriate. If the problem is not thereby corrected, then Contractor shall permanently withdraw any of its employees from the provision of services upon receipt of written notice from Director or designee that: (1) such employee has violated such rules or regulations; or (2) such employee's actions, while on County premises, indicate that the employee may adversely affect the delivery of County services. Upon removal of any employee, Contractor shall immediately replace the employee and continue services hereunder.

8.48 SUBCONTRACTING

8.48.1 The requirements of this Contract may not be subcontracted by the Contractor without the advance approval of the County. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.48.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.48.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

8.48.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor

has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

- 8.48.5** The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and, all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.
- 8.48.6** The County's Contract Administrator is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees.
- 8.48.7** The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.48.8** The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to:

Sandi Mitchell, Director
Department of Public Social Services
Contract Management Division, Section III
12900 Crossroads Parkway South
East Annex, 2nd Floor
City of Industry, CA 91746

before any subcontractor employee may perform any work hereunder.

8.49 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.18 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which COUNTY may terminate this contract pursuant to Paragraph 8.51 "Termination for Default" and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

8.50 TERMINATION FOR CONVENIENCE

- 8.50.1** This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery

to the Contractor of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.50.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work, as shall not have been terminated by such notice.

8.50.3 For a period of five (5) years after final settlement under this Contract, the Contractor shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract with respect to the termination of work hereunder. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.51 TERMINATION FOR DEFAULT

8.51.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Contract Administrator:

- Contractor has materially breached this Contract;
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.51.2 In the event that the County terminates this Contract in whole or in part, as provided in Sub-paragraph 8.51.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

- 8.51.3** Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.51.1 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-paragraph 8.48.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.
- 8.51.4** If, after the County has given notice of termination under the provisions of this Sub-paragraph 8.51.4, it is determined by the County that the Contractor was not in default under the provisions of Paragraph 8.51, or that the default was excusable under the provisions of Sub-paragraph 8.51.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.50.1- Termination for Convenience.
- 8.51.5** In the event the County terminates this Contract in its entirety due to the Contractor's default as provided in Sub-paragraph 8.51.1, the Contractor and the County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the County's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Contractor and the County agree that the County shall, at its sole option and in lieu of the provisions of Sub-paragraph 8.51.2, be entitled to liquidated damages from the Contractor, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the County for such actual damages. This amount of liquidated damages shall be either paid by the Contractor to the County by cash payment upon demand or, at the sole discretion of the Director, or designee, deducted from any amounts due to the Contractor by the County, whether under this Contract or otherwise.

These liquidated damages shall be in addition to any credits, which the County is otherwise entitled to under this Contract, and the

Contractor's payment of these liquidated damages shall not in any way change, or affect the provisions of Sub-paragraph 8.28, Indemnification.

- 8.51.6** The rights and remedies of the County provided in this Sub-paragraph 8.51 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.52 TERMINATION FOR IMPROPER CONSIDERATION

- 8.52.1** The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.52.2** The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.52.3** Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.53 TERMINATION FOR INSOLVENCY

- 8.53.1** The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
 - The appointment of a Receiver or Trustee for the Contractor; or
 - The execution by the Contractor of a general assignment for the benefit of creditors.
- 8.53.2** The rights and remedies of the County provided in this Sub-paragraph 8.53 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.54 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010, retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may, in its sole discretion, immediately terminate or suspend this Contract.

8.55 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.56 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.57 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. No waiver shall be enforced unless said waiver is set forth in writing.

8.58 WARRANTY AGAINST CONTINGENT FEES

8.58.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor, for the purpose of, securing business.

8.58.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

In witness whereof, the Board of Supervisors of the COUNTY of Los Angeles has caused this Contract to be subscribed by the Mayor, and the seal of said Board hereto affixed and attested by the Executive Officer and Clerk thereof, and CONTRACTOR has caused this Contract to be signed by its duly authorized Officer(s), on this ____ day of _____, 2006.

CONTRACTOR

COUNTY OF LOS ANGELES

By _____
Name
Title

By _____
Michael D. Antonovich
Mayor, Los Angeles County

ATTEST:

VIOLET VARONA-LUKENS, Executive Officer
Clerk of the Board of Supervisors
of the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
COUNTY COUNSEL

By _____
Senior Deputy County Counsel

**ATTACHMENT A
STATEMENT OF WORK**

LOS ANGELES COUNTY

MISSION STATEMENT

To Enrich Lives Through Effective and Caring Service.

COUNTY VISION

Our **purpose** is to improve the quality of life in Los Angeles County by providing responsive, efficient and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, businesses and communities.

Our **philosophy** of team work and collaboration is anchored in our shared values:

- Responsiveness
- Integrity
- Professionalism
- Commitment
- Accountability
- A can-do attitude
- Compassion
- Respect for diversity

Our **position** as the premier organization for those working in the public interest is established by:

- A capability to undertake programs that have public value;
- An aspiration to be recognized through our achievements as the model for civic innovation; and

A pledge to always work to earn the public trust.

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PREAMBLE

COUNTY HEALTH AND HUMAN SERVICES

For nearly a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- | | |
|-------------------|-------------------------|
| ➤ Responsiveness | ➤ Integrity |
| ➤ Professionalism | ➤ Commitment |
| ➤ Accountability | ➤ A Can-Do Attitude |
| ➤ Compassion | ➤ Respect for Diversity |

These shared values are encompassed in the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ✓ Families are treated with respect in every encounter they have with the health, educational, and social services systems.

- ✓ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✓ There is no “wrong door”: wherever a family enters the system is the right place.
- ✓ Families receive services tailored to their unique situations and needs.
- ✓ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✓ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✓ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✓ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✓ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✓ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✓ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✓ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✓ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County’s five outcomes for children and families: good health, safety and survival, economic well-being, social and emotional well-being, and education and workforce readiness.

The County, its clients, contracting partners, and the community are working together to develop practical ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being

utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following ***Customer Service And Satisfaction Standards*** in support of improving outcomes for children and families.

Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

Service Access

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

Service Environment

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

Contractor shall provide shuttle bus services for visitors to the Department of Public Social Services (DPSS) GAIN Region VI office located at 5460 Bandini Blvd., Bell, California. The visitors are to be transported between a leased parking lot and DPSS office, identified in Technical Exhibit 3. Shuttle bus services are to be provided at timely intervals in order to minimize passenger delays.

2.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of this Contract. The Plan shall be submitted to the County Contract Administrator for review and approval prior to Contract start date, with revisions submitted as changes occur. The plan shall include, but may not be limited to, the following:

- 2.1** Method for assuring that licensed staff renders the services under this Contract;
- 2.2** Method of monitoring to ensure that Contract requirements are being met; and
- 2.3** A record of all inspections conducted by the Contractor, the corrective action taken, the time a problem is first identified, a clear description of the problem, and the time elapsed between identifying and completed corrective action, shall be provided to the County upon request.

3.0 QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in the Contract, Paragraph 8, Terms and Conditions, Sub-paragraph 8.21, County's Quality Assurance Plan.

3.1 Meetings

Contractor is required to attend any scheduled meetings to discuss contractor's performance, as required under this contract. Failure to attend may cause an assessment of fifty dollars (\$50.00).

3.2 Contract Discrepancy Report (Technical Exhibit 2)

Verbal notification of a Contract discrepancy will be made to the Contract Project Manager as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time-period mutually agreed upon by the County and the Contractor. The CCA will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the CCA within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the CCA within ten (10) workdays.

3.3 County Observations

Federal, State, and/or County personnel, in addition to departmental contracting staff, may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

3.4 Hours of Operation

The Contractor shall be required to provide shuttle bus services for the hours listed under Technical Exhibit 3 in the Statement of Work. The Contractor is not required to provide services on County-recognized holidays. The CCA will provide a list of the County holidays to the Contractor at the time the Contract is approved, and at the beginning of each calendar year.

4.0 DEFINITIONS

Budget - The document that details the Contractor's costs for providing services and is included in the Contract. Included in the Budget are the following;

Direct Costs - Payroll, Employee Benefits (Medical, Dental, Life Insurance), Payroll Taxes, Insurance (Real, Personal, etc., as required by contract), Supplies, Postage, Medical and Office Equipment, Equipment Maintenance, Telephone/Utilities, Space, Applicable Taxes, and other (specified).

Indirect Costs - General Accounting/Bookkeeping, Management Overhead, and other (specified). Profit (if applicable) - Percent and Dollar Amount.

Contract Management Division - Contract Management Division is the Department's section responsible for the Contract.

Contract Monitoring Plan - The Plan developed by County, specifically for this Contract, to monitor compliance with Contract. The elements of the plan are listed in the Performance Requirements Summary.

Contract Start Date - Date Contractor begins work in accordance with the terms of the Contract.

Department of Public Social Services (DPSS) - The County Department responsible for providing CalWORKs, financial and social services to eligible persons in Los Angeles County.

Performance Requirement Summary (PRS) - The document furnished by County (Technical Exhibit 1), which identifies and summarizes the key performance indicators of this Contract. County will be using the PRS in evaluating Contractor to assure that the Contract performance standards are met.

Quality Control Program - All necessary measures taken by Contractor to assure that the quality of services will meet Contract completeness, consistency, and conformity.

5.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

5.1 Personnel - The County will administer the Contract according to the Contract, Paragraph 6.0- Administration of Contract. Specific duties will include:

5.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.

5.1.2 Providing direction to the Contractor in areas relating to policy, information, and procedural requirements.

5.1.3 Preparing Change Notices in accordance with the Contract, Paragraph 8.0, Term and Conditions, Sub-paragraph 8.5 Change Notices and Amendments.

- 5.1.4** Not be authorized to make any changes in the Standard Terms and Conditions of the Contract and is not authorized to obligate the County in any way whatsoever.

The County will inform the Contractor of the name, address, and telephone number of the CCA, in writing, at the time of Contract award and at any time thereafter a change of the CCA is made.

5.2 Furnished Items

COUNTY

The County shall supply

- 5.2.1** All required posters
- 5.2.2** List of County-observed holidays
- 5.2.3** All required training
 - Civil Rights
 - Living Wage Ordinance

CONTRACTOR

5.3 Project Manager

- 5.3.1** Contractor shall provide a full-time Project Manager or designated alternate. County must have access to the Project Manager from 7:00 a.m. - 6:00 p.m. Monday thru Friday.
- 5.3.2** Project Manager shall act as a central point of contact with the County. Project Manager shall demonstrate previous experience in the management of work requirements for facilities similar in size and complexity.
- 5.3.3** Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

5.4 Personnel

- 5.4.1** Contractor shall assign a sufficient number of employees to provide the shuttle bus services described in Attachment A, Technical Exhibit 3. At least one employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.
- 5.4.2** Contractor shall conduct background check on all staff providing services relating to this Contract. All background checks shall be kept on file and available for review upon County's request.

5.5 Contractor's Drivers

Contractor shall provide sufficient drivers to provide the shuttle bus services described in Attachment A, Technical Exhibit 3. All drivers must have the following qualifications:

- 5.5.1** Must be fully qualified under the laws of the State of California as a Class B licensed driver.
- 5.5.2** Must pass a background security check.
- 5.5.3** Must have received the minimum training required by Section 40083 of Education Code of the State of California and submit evidence of such training to the County upon demand.
- 5.5.4** Must be able to read, write, speak, and understand English.
- 5.5.5** Must present him/herself, in a neat, businesslike appearance and behave in a professional manner.

All drivers shall be subject to and shall abide by all rules and regulations of the County facility where the employee is assigned. Drivers assigned by Contractor to perform these services shall at all times be employees of Contractor, and Contractor shall have the sole right to hire, suspend, discipline, or discharge Contractor's personnel. However, any employee of the Contractor who, in the opinion of DPSS, is performing unsatisfactory, or incidents of misconduct occurs, the employee shall be removed from the performance of required services immediately upon the written or oral request of the CCA.

5.6 Vehicles

5.6.1 Contractor shall furnish all vehicles necessary to perform the services required by this contract as described in Technical Exhibit 3.

5.6.2 Vehicles shall, in addition to being clean and properly maintained, at a minimum:

- a. Have wheelchair accessibility;
- b. Have a working air-conditioning system;
- c. Hold a minimum of 15 passengers, plus driver, with wheelchair lift equipment.

5.6.3 In the event services are interrupted due to an emergency or a scheduled vehicle becomes mechanically inoperable or is involved in a traffic accident, operator shall be afforded a **grace period of one-half (1/2) hour** from time of incident in which to provide a replacement vehicle of same specifications.

5.7 Posting of Required Posters

The Contractor shall post all required posters as directed by the County.

5.8 Equipment/Communication Device

Contractor shall provide all drivers with a communication device in case of emergency. In addition, all emergencies shall be reported within 30 minutes of the occurrence.

5.9 Uniforms/Identification Badges

5.9.1 Contractor employees assigned to County facilities shall wear an appropriate uniform at all times. The uniforms are to consist of a shirt with the company name on it. Uniform pants are optional. All uniforms, as required and approved by the Director or his designee, will be provided by and at the Contractor's expense.

5.9.2 Contractor shall furnish and require every on-duty employee to wear a visible photo identification badge, identifying employee by name, physical description, and company name. Such badge shall be displayed on employee's person at all times he/she is on County designated property.

5.10 Materials and Equipment

The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that is safe for the environment and safe for use by the employees.

5.11 Training

5.11.1 Contractor shall provide training programs for all new employees and continuing in-service training for all employees.

5.11.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment is to be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

5.12 Contractor's Office

Contractor shall maintain an office with a telephone in the company's name by which Contractor conducts business. The office shall be staffed during the hours of 8:00 am. to 5:00 p.m., Monday through Friday, by a least one employee who can respond to inquires and complaints which may be received about the Contractor's performance of the contract. When the office is closed, an answering service shall be provided to receive calls. The Contractor shall answer calls received by answering services within two (2) hours of receipt of the call.

5.13 Record Keeping

Contractor shall maintain retrievable records relating to the performance of this Contract, in accordance with Section 8.44, Records and Records Retention and Inspection of the contract.

6.0 HOURS/DAYS OF WORK

The Contractor shall be required to provide shuttle bus services for the hours listed under Attachment A, Technical Exhibit 3. The Contractor is not required to provide services on County-recognized holidays. The CCA will provide a list of the County holidays to the Contractor at the time the contract is approved, and at the beginning of each calendar year.

7.0 PERFORMANCE REQUIREMENTS SUMMARY

All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the contract and the SOW, and are not meant in any case to create, extend, service, or expand any obligation of Contractor beyond that defined in the contract and the SOW. In case of apparent inconsistency between services as stated in the contract and the SOW and this PRS, the meaning apparent in the contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

When the Contractor's performance does not conform to the requirements of this contract, the County will have the option to apply the following non-performance remedies:

- Require Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to Contractor by a computed amount based on the penalty fee(s) in the PRS.
- Reduce, suspend, or cancel this contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s) as determined by the County, shall be credited to the County on the Contractor's future invoice.

This section does not preclude the County's right to terminate the contract upon thirty (30) days written notice with or without cause, as provided for in the Contract, Paragraph 8, Terms and Conditions, Sub-paragraph 8.50, Termination for Convenience.

7.1 MEASURABLE OUTCOMES

Contractor shall provide services that address the following measurable outcomes:

- Continual pick up of visitors to GAIN Region VI

- Fully qualified drivers
- Properly equipped vehicles to provide services
- Proper maintenance of vehicles
- Replacement of proposed vehicles in the event of accident or mechanical failure within one-half (1/2) hour of the incident

7.2 PERFORMANCE MEASURES

7.2.1 The Contractor shall demonstrate, in writing, how the services in Technical Exhibit 3, impact the measurable outcomes in 7.1 above, upon the County's request.

7.2.2 The Contractor shall maintain the following documents to reflect that outcomes are met.

- Records of drivers route and pick-up time
- Background check, drivers license, and training records for contract manager and all bus drivers providing services on this contract
- List of all vehicles and replacement vehicles to be used for this contract along with maintenance records
- Record of all accidents and mechanical failures

TECHNICAL EXHIBIT 1

PERFORMANCE REQUIREMENT SUMMARY CHART

PERFORMANCE REQUIREMENTS SUMMARY CHART Technical Exhibit 1

REFERENCE	PERFORMANCE REQUIREMENTS	MONITORING METHOD	Allowable Deviation from Acceptable Quality Level (AQL) %	PENALTY/FEE
5.0 - Contract Sum Invoices and Payments Paragraph 5.5.4	Contractor submits invoices by the 15 th calendar day following the month of service.	Inspection of files	0.0%	\$50 per occurrence
7.0 - Administration of Contract Paragraph 7.3 - Background and Security Investigations	Contractor's staff passed a background investigation to the satisfaction of the County.	Inspection of files	0.0%	\$50 per occurrence
8.0 - Terms and Conditions Paragraph 8.44 - Record Retention & Inspection	All required documents: invoices, check stubs, Confidentiality Agreements, business licenses, drivers license, and certificates related to the services are maintained. All such records are available to the County during the term of this Contract and for a period of five (5) years thereafter.	Inspection of files	0.0%	\$50 per occurrence
8.0 - Terms and Conditions Paragraph 8.12 - Compliance with the County's Living Wage Program	Contractor pays employees in accordance with the County's Living Wage Program	Inspection of files	0.0%	\$100 per occurrence
Statement of Work Section 2.0 - Quality Control	Contractor submitted QC Plan prior to the start of the contract which was approved by the County.	Inspection of files	0.0%	\$50 per occurrence
Statement of Work Section 3.2 - Contract Discrepancy Report	Upon receipt of Contract Discrepancy Report, the Contractor responded in writing to the CCA within five (5) working days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the report was submitted to the CCA within (10) ten workdays.	Inspection and Observation	5.0%	\$50 per occurrence
Statement of Work Section 3.4 - Hours of Operation	Contractor ensures that drivers adhere to the routes and pick-up times as established between Contractor and County.	Inspection & Observation, User Complaints	0.0%	\$50 per occurrence

REFERENCE	PERFORMANCE REQUIREMENTS	MONITORING METHOD	Allowable Deviation from Acceptable Quality Level (AQL) %	PENALTY/FEE
Statement of Work Section 3.4 - Hours of Operation	Contractor provides shuttle bus services between 7:00 a.m. and 6:00 p.m., Monday through Friday, except designated County Holidays.	Inspection & Observation User Complaints	0.0%	\$100 per occurrence
Statement of Work Section 5.3.1 - Project Manager	Contractor provides a full-time Project Manager who can be accessed from 7:00 a.m. to 6:00 p.m., Monday through Friday.	Inspection & Observation User Complaints	0.0%	\$100 per occurrence
Statement of Work Section 5.3.3 - Project Manager	Project Manager/alternate is able to effectively communicate, in English, both orally and in writing.	Inspection & observation	0.0%	\$50 per occurrence
Statement of Work Section 5.4.2 - Personnel	Contractor conducted background check on all staff providing services relating to this Contract. All background checks are kept on file and available for review upon County's request.	Inspection of files	0.0%	\$100 per occurrence
Statement of Work Section 5.5 - Contractor's Drivers	Contractor provides sufficient drivers, who are fully qualified, licensed, have passed a background check, received the minimum training, fluent in the English language, and present himself/herself professionally.	Inspection & Observation, User Complaints	0.0%	\$100 per occurrence
Statement of Work Section 5.6.1 - Vehicles	Contractor furnishes vehicles to provide the services as proposed. All vehicles are clean, properly maintained, and are wheel chair accessible and have a working air-conditioning system.	Inspection & Observation, User Complaints	5.0%	\$50 per occurrence
Statement of Work Section 5.6.3 - Vehicles	Service that is interrupted by mechanical failure or involved in a traffic accident is replaced within one-half hour.	Inspection & Observation, User Complaints	5.0%	\$100 per occurrence

REFERENCE	PERFORMANCE REQUIREMENTS	MONITORING METHOD	Acceptable Deviation from Acceptable Quality Level (AQL) %	PENALTY/FEE
Statement of Work Section 5.7 - Posting of Required Posters	The Contractor posts all required posters as directed by the County.	Inspection & Observation	0.0%	\$50 per occurrence
Statement of Work Section 5.8 Equipment/Communication Device	Contractor provides all drivers with a communication device, and all emergencies are reported to the County within 30 minutes of the occurrence.	Inspection & Observation User Complaints	10.0%	\$50 per occurrence
Statement of Work Section - 5.9.1 Uniforms/Identification Badges	Contractor employees assigned to County facilities wear an appropriate uniform at all times.	Inspection & Observation	0.0%	\$50 per occurrence
Statement of Work - Section - 5.9.2 Uniforms/Identification Badges	Contractor furnishes and requires every on-duty employee to wear a visible photo identification badge identifying the employee by name, and company name. Such badges are displayed on employee's person at all times he/she is on County designated property.	Inspection & Observation	0.0%	\$50 per occurrence
Statement of Work - Section - 5.11 Training	Contractor provides training programs for all new employees and continuing in-service training for all employees.	Inspection of files	0.0%	\$50 per occurrence
Statement of Work Section 5.12 - Contractor's Office	Contractor maintains an office which is staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, except designated County Holidays. When office is closed, an answering service is provided to receive calls. Contractor answers calls received by answering service within two (2) hours of receipt of the call.	Inspection & Observation User Complaints	0.0%	\$50 per occurrence

TECHNICAL EXHIBIT 2
CONTRACT DISCREPANCY REPORT

CONTRACT DISCREPANCY REPORT

TO: _____

FROM: _____

DATES: Prepared: _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS:

Signature of County Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of County Representative

Date

COUNTY'S ACTIONS _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

TECHNICAL EXHIBIT 3
REQUIRED SHUTTLE BUS SERVICES

1REQUIRED SHUTTLE BUS SERVICES

PICK UP LOCATION:	County Parking Lot 4900 South Eastern Avenue City of Commerce, CA
DELIVERY LOCATIONS:	GAIN Region VI Office 5460 Bandini Blvd. Bell, CA 90201
TYPE OF VEHICLE:	One shuttle bus that will hold a minimum of 15 passengers, plus driver, with wheelchair positions and wheelchair lift equipment
HOURS OF OPERATION:	7:00 a.m. to 6:00 p.m. Buses will run continuously during these hours
DAYS OF OPERATION:	Monday through Friday, excluding County-observed Holidays pursuant to 5.2.2 of the Statement of Works

TECHNICAL EXHIBIT 4
MONTHLY INVOICE FORMAT

MONTHLY INVOICE FORMAT

SHUTTLE BUS SERVICES PROVIDED TO:
GAIN REGION VI
5460 Bandini Blvd.
Bell, California

Date: _____ Service Month: _____

Contract Number: _____

Contractor's Name: _____

Contractor Address: _____

Contractor's Social Security or Taxpayer I.D. Number: _____

Firm-Fixed Monthly Rate: \$ _____

TOTAL AMOUNT DUE CONTRACTOR

\$ _____

Contractor's Authorizing Signature

Date signed

County Contract Administrator Signature

Approval Date

Date to DPSS Finance Division

TECHNICAL EXHIBIT 5
SHUTTLE BUS MONTHLY REPORT

SHUTTLE BUS SERVICES MONTHLY REPORT

Contractor _____

Contract # _____

Location: _____

For the month of: _____

Vehicle Type/Number: _____

Date	Total # of Trips	Total Hours	No. of Passengers
Totals			

TECHNICAL EXHIBIT 6
INTERNAL REVENUE SERVICES NOTICE 1015



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2004)

**Have You Told Your Employees About the
Earned Income Credit (EIC)?**

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

What's New. Workers cannot claim the EIC if their 2004 investment income (such as interest and dividends) is over \$2,650.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2004 are less than \$35,458 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 787.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2005.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at www.irs.gov.

**How Will My Employees Know If They Can
Claim the EIC?**

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2004 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2004 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2004 and owes no tax but is eligible for a credit of \$791, he or she must file a 2004 tax return to get the \$791 refund.

**How Do My Employees Get Advance EIC
Payments?**

Eligible employees who expect to have a qualifying child for 2005 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice 1015
(Rev. 12-2004)

TECHNICAL EXHIBIT 7

CALIFORNIA SAFELY SURRENDERED BABY LAW

No shame.

No blame.

No names.

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Alta Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa también está apoyada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

ATTACHMENT B
PRICING SCHEDULE

REQUIRED FORMS – EXHIBIT 2

BUDGET SHEET FOR SHUTTLE BUS SERVICES

DIRECT COST (List each staff classification)

Payroll:	FTE*	Hourly Rate	Monthly Salary
Employee Classification	<u>1.5</u>	\$ <u>9.46</u>	\$ <u>2,788.39</u>
Employee Classification	<u> </u>	\$ <u> </u>	\$ <u> </u>
Employee Classification	<u> </u>	\$ <u> </u>	\$ <u> </u>
Others (Please continue to list)			

Total Salaries and Wages \$ 2,788.39

*FTE = Full Time Equivalent Positions

Employee Benefits	No. of Employees	Monthly Cost per FTE
Medical Insurance	<u> </u>	\$ <u> </u>
Dental Insurance	<u> </u>	\$ <u> </u>
Life Insurance	<u> </u>	\$ <u> </u>
Other (list)	<u> </u>	\$ <u> </u>

Total Benefits \$ 0.00

Payroll Taxes (List all appropriate, e.g., FICA, SUI, Workers' Compensation, etc.)

<u>Fica/MCare/Futa</u>	\$ <u>250.95</u>
<u>SUI</u>	\$ <u>172.88</u>
<u>W. Comp</u>	\$ <u>975.94</u>
<u> </u>	\$ <u> </u>

Total Payroll Taxes \$ 1,399.77

Insurance (List Type/Coverage. See Sample Contract, Section 8.24, Insurance Coverage Requirements)

<u>Auto Insurance</u>	\$ <u>791.67</u>
<u> </u>	\$ <u> </u>
<u> </u>	\$ <u> </u>
Vehicles	\$ <u>1,200.00</u>
Supplies	\$ <u>1,868.24</u>
Services	\$ <u>371.54</u>
Office Equipment	\$ <u>56.79</u>
Telephone/Utilities	\$ <u>110.38</u>
Other (please continue to list)	\$ <u>73.15</u>

Total Insurance/ Misc. S & S \$ 4,471.77

TOTAL DIRECT COSTS \$ 8,659.93

INDIRECT COST (List all appropriate)

General Accounting/Bookkeeping	\$ <u>168.00</u>
Management Overhead (Specify)	\$ <u>271.76</u>
Other (Specify)	\$ <u>0.00</u>

TOTAL INDIRECT COSTS \$ 439.76

TOTAL DIRECT AND INDIRECT COST \$ 9,099.69

PROFIT (Please enter percentage: 6 %) \$ 580.83

TOTAL MONTHLY COSTS \$ 9,680.52

ATTACHMENT C
CONTRACTOR'S EEO CERTIFICATION

REQUIRED FORMS - EXHIBIT 11
CONTRACTOR'S EEO CERTIFICATION

Empire Transportation, Inc.

Company Name
606 Centinela Avenue, Inglewood, CA 90302

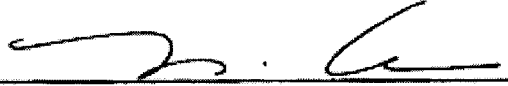
Address
27-0121666

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Contractor has written policy statement prohibiting discrimination in all phases of employment.	(x)	()
2. Contractor periodically conducts a self-analysis or utilization analysis of its work force.	(x)	()
3. Contractor has a system for determining if its employment practices are discriminatory against protected groups.	(x)	()
4. When areas are identified in employment practices, Contractor has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	(x)	()



Signature
01/10/06

Date

Miguel A. Oliver, President & C.E.O.

Name and Title of Signer (please print)

EEO CERTIFICATION

ATTACHMENT D

**EMPLOYEE ACKNOWLEDGEMENT AND
CONFIDENTIALITY AGREEMENT FORM**

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

GENERAL INFORMATION

Your employer, _____, has entered into a contract with the County of Los Angeles to provide various services to the County. Therefore, we need your signature on this employee acknowledgment and confidentiality agreement.

ACKNOWLEDGMENT OF EMPLOYER

- *I understand that _____ is my sole employer for purposes of this employment.*
- *I rely exclusively upon _____ for payment of salary and any and all other benefits payable to me or on my behalf during the period of this employment for work performed under the Contract.*
- *I understand and agree that I am not an employee of Los Angeles County for any purposes, and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.*
- *I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer _____ and the County of Los Angeles.*

_____ *(Initial and date)*

CONFIDENTIALITY AGREEMENT

As an employee of _____, you may be involved with work pertaining to County services and if so, you may have access to confidential data pertaining to persons and/or other entities who receive services from the County of Los Angeles. The County of Los Angeles has a legal obligation to protect all confidential data, especially data concerning welfare recipient records. If you are to be involved in County work, the County must ensure that you, too, will protect the confidentiality of all data. Consequently, you must sign this confidentiality agreement as a condition of your work to be provided by _____ for the County.

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT
(Continued)**

Please read the following Contract and take time to consider it prior to signing:

- *I hereby agree that I will not divulge, to any unauthorized person, data obtained while performing work pursuant to the Contract between _____ and the County of Los Angeles.*
- *I agree to forward all requests for the release of information received by me to my immediate supervisor.*
- *I agree to report any and all violations of the above by any other person and/or by myself to my immediate supervisor.*
- *I agree to return all confidential materials to my immediate supervisor upon termination of my employment with _____ or completion of the presently assigned work task, whichever occurs first.*
- *I acknowledge that violation of this agreement and acknowledgment may subject me to civil and/or criminal action and that the County of Los Angeles will seek all possible legal redress.*

_____ **(Initial and Date)**

CONFLICT OF INTEREST POLICY

I ACKNOWLEDGE MY RESPONSIBILITY TO REPORT MY EMPLOYMENT TO MY ELIGIBILITY WORKER OR SOCIAL WORKER SHOULD I APPLY FOR, AM CURRENTLY, OR BECOME A RECIPIENT OF ANY PUBLIC ASSISTANCE OR SERVICES PROGRAM ADMINISTERED BY DPSS.

These are some of the programs that are administered by DPSS:

- California Work Opportunity and Responsibility for Kids (CalWORKs)
- Los Angeles County General Relief Program (GR)
- California Medi-Cal Program (Medi-Cal)
- Food Stamps Program (FS)
- Social Services to Adults, Children, and Families
- Supervision of Children Placed in Foster Care
- Cuban/Haitian Entrant Program (CHEP)
- Refugee Resettlement Program (RRP)
- Special Circumstances (SC)
- Repatriate Program (Repat)

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT
(Continued)**

CONFLICT OF INTEREST POLICY (Cont.)

DURING THE TIME THAT I HAVE ACCESS TO PUBLIC ASSISTANCE RECORDS WHILE ACTING ON BEHALF OF MY EMPLOYER _____, I AGREE TO REPORT TO MY IMMEDIATE SUPERVISOR THAT I HAVE (WITHIN THE LAST THIRTY [30] DAYS) APPLIED FOR OR AM RECEIVING PUBLIC ASSISTANCE. IF I HAVE ACCESS TO MY OWN, MY RELATIVES, OR CLOSE FRIENDS PUBLIC ASSISTANCE RECORDS, I WILL MAKE THIS KNOWN TO MY IMMEDIATE SUPERVISOR.

I understand that I am to report any of the following relationships and that the COUNTY will screen CONTRACTOR's employees to ensure that reporting responsibilities are being met, and that I shall have no access to my public assistance records or the records of any friend, relative, business relation, personal acquaintance, tenant, or any individual whose relationship could reasonably sway my conduct or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of financial documents or fingerprint images and fingerprint documents.

IT IS YOUR RESPONSIBILITY TO BE AWARE OF POSSIBLE CONFLICTS OF INTEREST AND TO IMMEDIATELY NOTIFY YOUR IMMEDIATE SUPERVISOR IN WRITING OF THE FACTS, SO THAT A DETERMINATION CAN BE MADE OF WHETHER OR NOT SUCH A CONFLICT EXISTS. YOUR REPORT WILL BE HELD IN CONFIDENCE.

Name: _____
(Contractor Employee's Signature)

Date:.. _____

Name: _____
(Please Print Contractor Employee's Name)

Working Title: _____

Original: Contractor
Copy: Contractor Employee

ATTACHMENT E
CERTIFICATION OF INDEPENDENT PRICING

REQUIRED FORMS - EXHIBIT 6
CERTIFICATION OF INDEPENDENT PRICE DETERMINATION
& ACKNOWLEDGEMENT OF RFP RESTRICTIONS

- A. By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.
- B. List all names and telephone number of person legally authorized to commit the Proposer.

NAME	PHONE NUMBER
<u>Miguel A. Oliver</u>	<u>(310) 674-4877 x 115</u>
<u>Monica Escorza</u>	<u>(310) 674-4877 x 132</u>
<u>Bertha Aguirre</u>	<u>(310) 674-4877 x 114</u>

NOTE: Persons signing on behalf of the Contractor will be required to warrant that they are authorized to bind the Contractor.

- C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

None

- D. Proposer acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this RFP. Proposer understands that if it is determined by the County that the Proposer did participate as a consultant in this RFP process, the County shall reject this proposal.

Empire Transportation, Inc.

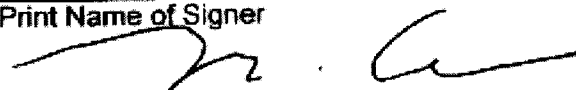
Name of Firm

Miguel A. Oliver

President & C.E.O.

Print Name of Signer

Title



01/10/06

Signature

Date

ATTACHMENT F

**FAMILIARITY OF THE COUNTY LOBBYIST
ORDINANCE CERTIFICATION**

REQUIRED FORMS - EXHIBIT 8

FAMILIARITY OF THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160. The Proposer also certifies that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process.

Signature:  _____

Date: 01/10/06

LOBBYIST CERTIFICATION

ATTACHMENT G

**BIDDER'S/OFFEROR'S NONDISCRIMINATION
IN SERVICE CERTIFICATION**

REQUIRED FORMS - EXHIBIT 12

BIDDER'S/OFFEROR'S NONDISCRIMINATION IN SERVICES CERTIFICATION

Empire Transportation, Inc.
Proposer's Name
606 Centinela Avenue, Inglewood, CA 90302
Address
27-0121666
Internal Revenue Service Employer Identification Number

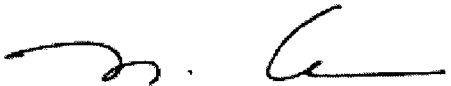
GENERAL

In accordance with Subchapter VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Food Stamp Act of 1977, and the American with Disabilities Act of 1990, the Contractor, supplier, or proposer certifies and agrees that all persons serviced by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, gender, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

PROPOSER'S CERTIFICATION

- (circle one)
1. The Proposer has a written policy statement prohibiting discrimination in providing services and benefits. ☒ Yes No
 2. The Proposer periodically monitors the equal provision of services to ensure nondiscrimination. ☒ Yes No
 3. Where problem areas are identified in equal provisions of services and benefits, the Proposer has a system for taking reasonable corrective action within a specified length of time. ☒ Yes No

Miguel A. Oliver, President & C.E.O.
Name of Title of Signer


Signature
01/10/06
Date

ATTACHMENT H

**CIVIL RIGHTS RESOLUTION AGREEMENT REQUIREMENTS
FOR CONTRACTOR/VENDORS**

REQUIRED FORM - EXHIBIT 13

**CONTRACTOR/VENDOR ASSURANCE OF COMPLIANCE OF CIVIL RIGHTS
RESOLUTION AGREEMENT WITH
THE LOS ANGELES COUNTY
DEPARTMENT OF PUBLIC SOCIAL SERVICES**

We, «Company», agree to comply with the Civil Rights Resolution Agreement the County of Los Angeles, Department of Public Social Services (DPSS), has entered into with the Office for Civil Rights, Department of Health and Human Services Region IX. We, «Company», also agree to comply with the following Civil Rights provisions: Title VI and Title VII of the Federal Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended; Age Discrimination Act of 1975; Food Stamp Act of 1977; American with Disabilities Act of 1990; Government Code Section 11135; California Code of Regulations, Title 22, Section 98000-98413; California Department of Social Services Manual of Policies and Procedures, Division 21; and other applicable Federal and State laws, rules, and regulations to ensure that employment practices and the delivery of social service programs are non discriminatory.

As a contractor with DPSS, «Company», agrees to comply with the provisions set forth in the Resolution Agreement aforementioned. Further, «Company», agrees to comply with the requirements of the Resolution Agreement and «Company» understands that it is necessary to ensure their respective public contact staff receive the DPSS provided Civil Rights training, ensure participants receive notices in their primary language, provide interpreters as needed, and comply with all other requirements of the Resolution Agreement.

By signing this form we, «Company», agree to the aforementioned.



Director's Signature (Contractor)

01/10/06

Date

Empire Transportation, Inc.

606 Centinela Avenue, Inglewood, CA 90302

Contractor's Address

ATTACHMENT I
JURY SERVICE ORDINANCE

CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings

The Board of Supervisors makes the following findings. The County of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the County of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the County of Los Angeles has determined that it is appropriate to require that the businesses with which the County contracts possess reasonable jury service policies.

2.203.020 Definitions

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the Board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the County pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

CONTRACTOR EMPLOYEE JURY SERVICE

6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the Chief Administrative Officer, or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

2.203.040 Contractor Jury Service Policy

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

2.203.050 Other Provisions

- A. Administration. The Chief Administrative Officer shall be responsible for the administration of this chapter. The Chief Administrative Officer may, with the advice of County Counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other County departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the County that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

CONTRACTOR EMPLOYEE JURY SERVICE

2.203.060 Enforcement and Remedies

For a contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:

1. Recommend to the Board of Supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor.

2.203.070. Exceptions

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 1. Has ten or fewer employees during the contract period; and,
 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

2.203.090. Severability

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

ATTACHMENT J

CHARITABLE CONTRIBUTIONS CERTIFICATION

REQUIRED FORMS – EXHIBIT 22

CHARITABLE CONTRIBUTIONS CERTIFICATION

Empire Transportation, Inc.
Company Name
606 Centinela Avenue, Inglewood, CA 90302
Address
27-0121666
Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" Number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

CERTIFICATION	YES	NO
Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.	(X)	()

OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, Sections 300-301 and Government Code Sections 12585-12586.	()	(X)
--	-----	-------


Signature

01/10/06

Date

Miguel A. Oliver, President & C.E.O.
Name and Title (please type or print)

ATTACHMENT K
LIVING WAGE ORDINANCE

TITLE 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

2.201.010 Findings

The Board of Supervisors finds that the County of Los Angeles is the principal provider of social and health services within the County, especially to persons who are compelled to turn to the County for such services. Employers' failure to pay less than a living wage to their employees causes them to use such services, thereby placing an additional burden on the County of Los Angeles. (Ord. 99-0048 § 1 (part), 1999.)

2.201.020 Definitions

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

- A. "County" includes the County of Los Angeles, any County officer or body, any County department head, and any County employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the County of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a County of Los Angeles owned or leased facility.
- C. "Employer" means:
 - 1. An individual or entity who has a contract with the county:
 - a. For service which is required to be more economical or feasible under Section 44.7 of the Charter of the County of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or
 - b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and
 - c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
 - 2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the Chief Administrative Officer, but in no event less than 35 hours worked per week. (Ord. 99-0048 § 1 (part), 1999.)

2.201.030 Prospective effect

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments, the terms of which commence three months or more after the effective date of this chapter.* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. (Ord. 99-0048 § 1 (part), 1999.)

*Editor's note: Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

2.201.040 Payment of living wage

A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be \$8.32 per hour with health benefits, or \$9.46 per hour without health benefits.

B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$1.14 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the County for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this Section. Employers who provide health care benefits to employees through the County Department of Health Services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.

C. The Board of Supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section, above, for future contracts. (Ord. 99-0048 § 1 (part), 1999.)

2.201.050 Other provisions

A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the County requirements of an individual job.

B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to

obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

- C. Administration. The Chief Administrative Officer shall be responsible for the administration of this chapter. The Chief Administrative Officer may, with the advice of County Counsel, issue interpretations of the provisions of this chapter. The Chief Administrative Officer in conjunction with the Affirmative Action Compliance Officer shall issue written instructions on the implementation and on-going administration of this

chapter. Such instructions may provide for the delegation of functions to other county departments.

- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the Chief Administrative Officer in conjunction with the Affirmative Action Compliance Officer. The Affirmative Action Compliance Officer in conjunction with the Chief Administrative Officer shall report annually to the Board of Supervisors on contractor compliance with the provisions of this chapter.

- E. Contractor Standards. An employer shall demonstrate during the procurement process, and for the duration of a Proposition A contract or a cafeteria services contract, a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ord. 99-0048 § 1 (part), 1999.)

2.201.060 Employer retaliation prohibited

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the County Auditor Controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ord. 99-0048 § 1 (part), 1999.)

2.201.070 Employee retention rights

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

A.A "retention employee" is an employee of a predecessor employer:

1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.

B.Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.

C.A subsequent employer is not required to hire a retention employee who:

1. Has been convicted of a crime related to the job or his or her job performance; or
2. Fails to meet any other county requirement for employees of a contractor.

D.A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter, a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ord. 99-0048 § 1 (part), 1999.)

2.201.080 Enforcement and remedies

For violation of any of the provisions of this chapter:

A.An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.

B.The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:

1. Assess liquidated damages as provided in the contract; and/or
2. Recommend to the board of supervisors the termination of the contract; and/or
3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, not to exceed three years. (Ord. 99-0048 § 1 (part), 1999.)

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

2.201.090 Exceptions

A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.

B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.

D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:

1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
2. Has 20 or fewer employees during the contract period, including full time and part time employees; and
3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or
4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time and part time employees, and more than \$1,000,000.00 in annual gross revenues or \$2,500,000.00 in annual gross revenues if a technical or professional service.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 99-0055 § 1, 1999; Ord. 99-0048 § 1 (part), 1999.)

2.201.100 Severability

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 99-0048 § 1 (part), 1999.)

ATTACHMENT L

**MONTHLY CERTIFICATION FOR APPLICABLE
HEALTH BENEFIT PAYMENTS**

REQUIRED FORMS - EXHIBIT 5

EMPLOYEE BENEFITS

Medical Insurance/Health Plan: Not Provided

Employer Pays \$ 0.00 Employee Pays \$ 0.00 Total Mo. Premium \$ 0.00

Annual Deductible

Employee \$ _____ Family \$ _____

Coverage (v)

_____ Hospital Care (In Patient _____ Out Patient _____)
_____ X-Ray and Laboratory
_____ Surgery
_____ Office Visits
_____ Pharmacy
_____ Maternity
_____ Mental Health/Chemical Dependency, In Patient
_____ Mental Health/Chemical Dependency, Out Patient

Dental Insurance: Not Provided

Employer Pays \$ 0.00 Employee Pays \$ 0.00 Total Mo. Premium \$ 0.00

Life Insurance: Not Provided

Employer Pays \$ 0.00 Employee Pays \$ 0.00 Total Mo. Premium \$ 0.00

Vacation:

Number of Days 5 and

Any increase after 2 years of employment, number of days or hours 5 days

Sick Leave:

Number of Days 0 and

Any increase after _____ years of employment, number of days or hours _____

Holidays:

Number of Days 6 per year

Retirement: Not Provided

Employer Pays \$ 0.00 Employee Pays \$ 0.00 Total Premium \$ 0.00

EMPLOYEE BENEFITS

ATTACHMENT M
PAYROLL STATEMENT OF COMPLIANCE

COUNTY OF LOS ANGELES

**LIVING WAGE PROGRAM
AND CONTRACTOR NON-RESPONSIBILITY DEBARMENT**

ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE

The undersigned individual is the owner or authorized agent (Agent) of the business entity or organization ("Firm") identified below and makes the following statements on behalf of his or her Firm. The Agent is required to check each of the applicable boxes below.

LIVING WAGE ORDINANCE:

- ☒ The Agent has read the County's Living Wage Ordinance (Los Angeles County Code Section 2.201.010 through 2.201.100), and understands that the Firm is subject to its terms.

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

- ☒ The Agent has read the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understands that the Firm is subject to its terms.

LABOR LAW/PAYROLL VIOLATIONS:

A "Labor Law/Payroll Violation" includes violations of any federal, state or local statute, regulation, or ordinance pertaining to wages, hours or working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

History of Alleged Labor Law/Payroll Violations (Check One):

- ☐ The Firm **HAS NOT** been named in a complaint, claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of the proposal; OR
- ☐ The Firm **HAS** been named in a complaint, claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of this proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

History of Determinations of Labor Law/Payroll Violations (Check One):

- ☐ There **HAS BEEN NO** determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; OR
- ☒ There **HAS BEEN** a determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation. I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

HISTORY OF DEBARMENT (Check one):

- ☒ The Firm **HAS NOT** been debarred by any public entity during the past ten (10) years; OR
- ☐ The Firm **HAS** been debarred by a public entity within the past ten (10) years. Provide the pertinent information (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding) on the attached Labor/Payroll/Debarment History form.

I declare under penalty of perjury under the laws of the State of California that the above is true, complete and correct.

Owner's/Agent's Authorized Signature 	Print Name and Title Miguel A. Oliver, President & C.E.O.
Print Name of Firm Empire Transportation, Inc.	Date 01/10/06